



**MISSOURI DEPARTMENT OF TRANSPORTATION  
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION FOR  
PURCHASES FROM \$3,000 TO \$24,999.99  
THIS IS NOT AN ORDER**

**REQUEST FOR QUOTATION**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

|   |  |   |
|---|--|---|
| TODAY'S DATE:<br>4/7/08   | <b>QUOTE DUE BY (DATE AND TIME):</b><br><b>4/11/07; 1:00 PM CST</b>  | F.O.B. REQUIREMENTS: DESTINATION<br>(DESTINATION)   |
| TO BE COMPLETED BY:<br><b>DELIVERY REQUIRED BY JUNE 15,<br/>2008 OR SOONER</b>  | <b>QUOTATION #: D7-08-073</b><br>THIS QUOTATION # SHOULD BE<br>REFERENCED ON ALL MAILING LABELS,<br>ENVELOPES, AND ANY OTHER<br>CORRESPONDENCE | <b>BUYER NAME:</b><br><b>CHRIS STEPHENS</b><br><b>3901 E. 32<sup>ND</sup> STREET</b><br><b>JOPLIN, MO 64804</b> |
| District Mailing Address:<br>Missouri Department of Transportation – District 7<br>General Services (Procurement) Division<br>3901 E. 32 <sup>nd</sup> Street<br>Joplin Mo. 64801 |  | Delivery Location(s):<br>MoDOT<br>3901 E. 32 Street<br>Joplin, MO 64804   |

**ALL QUOTATIONS MUST BE EXTENDED AND TOTALED, DELIVERY TIME MUST BE LISTED**

| Quantity            | U/M | Description<br>(Including size and/or part #'s)  | Unit<br>Price | Unit<br>Price<br>Extension | Delivery<br>Time |
|---------------------|-----|--|---------------|----------------------------|------------------|
| 2                   | EA  | 10' Shulte XH1000 bushhogs/Mowers<br><br>Please include shipping costs with quote<br><br>Please see 10' mower specifications attached<br>page (5-6) and Option page (3). |               |                            |                  |
|                     |     | ModelXH1000.   |               |                            |                  |
| <b><u>NOTE:</u></b> |     | Please include any shipping/ delivery costs in your<br>quote. June 15, 2008 or sooner is delivery requirements.  |               |                            |                  |
|                     |     | Please include a list of all parts with pricing, required<br>for proper installation. (2) Operating manuals and (2)<br>parts manuals.                                    |               |                            |                  |
|                     |     | Please supply product specifications with your<br>equipment quotes.  |               |                            |                  |

**VENDOR NAME:**

**If checked (X), the following items are a provision of this quotation:**

- ☒ The attachment entitled "**PREFERENCE IN PURCHASING PRODUCTS**" must be completed and returned with this request for quotation.
- ☒ Award of this request for quotation will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.
- ☐ Award of this request for quotation will be made on an "Item By Item" basis using the "lowest and best" principle of award.
- ☒ All materials/equipment/services quoted upon are F.O.B. Destination (as outlined above). Freight costs must be included in the unit price quoted and not listed as a separate line item.
- ☐ All materials/equipment/services quoted upon must comply with the attached MoDOT Specification # \_\_\_\_\_ and any other provisions outlined in this request for quotation.
- ☐ If this quotation is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of this request for informal quotation, for each affected craft and type of workmen in the following county(ies): \_\_\_\_\_. The Annual Wage Order #\_\_\_\_\_ may be inspected at any District Headquarters Office or at the Headquarters Office in Jefferson City. The contractor shall submit weekly payroll documentation included with the project request for payment.
- ☐ If this quotation is accepted, the quoting firm will be required to secure a performance bond in the amount of 100% of the contract sum within two weeks of quote acceptance and prior to a Notice to Proceed by the Owner. The bond shall be issued by Surety, acceptable to the Owner. Costs of such bonds will be the responsibility of the quoting firm.
- ☐ The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by and Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
1. Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
  2. Public Liability (includes property damage and personal injury):
    - a. Not less than \$400,000 each individual per accident or occurrence.
    - b. Not less than \$2,500,000 each accident or occurrence.
  3. Special Hazard Insurance: As required.
  4. Builder's Risk: Not less than the full Contract amount.
- ☐ The contractor will pay all sales and use taxes, which constitute a legal obligation arising out of this work. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies. The contractor will comply with local laws involving safety in the prosecution of the work.

**VENDOR NAME:**

## CONDITIONS AND INSTRUCTIONS

1. All quotations must be submitted on this form and signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
2. Vendor must provide the unit price, unit price extension, delivery time, and total order extension in the spaces provided below.
3. The Missouri Department of Transportation reserves the right to reject any or all quotations, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension process in the quotation, unit prices will govern.
4. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
5. Time of delivery is a part of the consideration and evaluation and must be stated in definite terms and must be adhered to. If time varies on different items, the bidder shall so state.
6. If bidding on other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given and the product offered must be equal to or better than the product requested.
7. The Missouri Department of Transportation is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. A Federal Excise Tax Exemption Certificate will be furnished upon request to the successful vendor(s).
8. Quotations may be submitted via mail, courier, facsimile transmission, or email. The Missouri Department of Transportation is not responsible for any communication failures and the respondent should verify receipt of any and all electronic responses. The time and date specified for the returning of quotations is a firm deadline and all quotations must be received at the designated office by that time. The Department does not recognize the U. S. Mail, or any other agency or courier service, as its agent for the purpose of accepting quotations.
9. Supplier shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. and 3:30 p.m. Monday through Friday. Material arriving after 3:30 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or observed state holidays.
10. The bidder understands that this project involves state funds and the bidder awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulated that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, based on race, color, religion, creed, national origin, sex or age. The undersigned contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

## VENDOR NOTES

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**Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the "remit to" company/address in the vendor notes section (above).**

## VENDOR INFORMATION

|  |   |                                      |     |    |                                   |     |    |
|--|---|--------------------------------------|-----|----|-----------------------------------|-----|----|
| Vendor Name/Mailing Address:<br><br><br>Email Address:   | Vendor Contact Information (including area codes):<br>Phone #:<br><br>Fax #:<br><br>Cellular #:<br><br>Signature: |                                      |     |    |                                   |     |    |
| Printed Name and Title of Responsible Officer or Employee:   | Signature:  |                                      |     |    |                                   |     |    |
| Is your company registered/certified with the State of Missouri as a (please circle):  |   |                                      |     |    |                                   |     |    |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">MINORITY BUSINESS ENTERPRISE (MBE) ?</td> <td style="width: 10%;">YES</td> <td style="width: 20%;">NO</td> </tr> <tr> <td>WOMEN BUSINESS ENTERPRISE (WBE) ?</td> <td>YES</td> <td>NO</td> </tr> </table> |   | MINORITY BUSINESS ENTERPRISE (MBE) ? | YES | NO | WOMEN BUSINESS ENTERPRISE (WBE) ? | YES | NO |
| MINORITY BUSINESS ENTERPRISE (MBE) ?   | YES   | NO                                   |     |    |                                   |     |    |
| WOMEN BUSINESS ENTERPRISE (WBE) ?  | YES   | NO                                   |     |    |                                   |     |    |
| Would your company like information on becoming a registered/certified MBE/WBE vendor?   |   |                                      |     |    |                                   |     |    |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">YES</td> <td style="width: 30%;">NO</td> </tr> </table>  |   | YES                                  | NO  |    |                                   |     |    |
| YES  | NO  |                                      |     |    |                                   |     |    |

**All responses to this Request for PRICING UPDATES MUST be submitted on this form and all pages and requested documents MUST be returned to the Buyer listed above at the District mailing address shown**

**Item #1001**

**Schulte XH1000 10' cut two section (back and right wing rotary mower.** Item shall meet the attached Missouri Department of Transportation Minimum **Specification E683.**

**Unit Price (EACH) \$ \_\_\_\_\_ Please include delivery costs on page one (1) of bid sheet.**

**Options**

**Option 1.** Pneumatic aircraft take off-tires minimum 18 ply with new rib retread cap (in lieu of laminated tires)

Total \$ \_\_\_\_\_

**Option 2.** Equal Angle Hitch (540 RPM) **non CV Drive with built in precision type hitch.** In Lieu of 80 degree CV drive. Comes with Weasler u-joint shaft requiring greasing every 40 hours

\_\_\_\_\_ If, **yes** please check here and initial. This kit is a N/C in Lieu of the standard CV drive and therefore the districts would just have to specify if they want it.

**Option 3.** Right hand wing-walking axle kit with laminated tires. Part # C301-260

Total \$ \_\_\_\_\_

**Option 4.** Left Hand wing-walking axle kit with laminated tires. Part # C301-265

Total \$ \_\_\_\_\_

**Option 5.** Right hand wing walking axle kit with 18 ply recapped aircraft tires. Part # C301-281

Total\$ \_\_\_\_\_

**Option 6.** Left hand wing walking axle kit with 18 ply recapped aircraft tires. Part # C301-286

Total\$ \_\_\_\_\_

**Option 7.** Precision Hitch (available on CV Drive standard unit only) Part # C000-300

Total \$ \_\_\_\_\_

**MISSOURI DEPARTMENT OF TRANSPORTATION  
TWO SECTION FLEXIBLE 10' CUT ROTARY MOWER**

**GENERAL** - The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty tow type, P.T.O. driven hinged three section rotary mower providing an optional cutting swath of 5' or 10' without evidence of streaking. The intent and purpose of this specification is also to describe a mower with engineering and design that will assure trouble-free Highway right-of-way mowing with a minimum amount of down time. Parts and service availability must be within 24 hour of contact.

**DRIVE** - The mower shall be gear driven with power transmitted directly from tractor P.T.O. to a heavy duty primary gear box or power divider located on mower center section which will transmit power to secondary gear boxes located on mower wing sections. The output shafts of primary and secondary gear boxes shall be the spindles for the blade carrier assemblies. The tractor yoke of the main driveshaft shall have a spring tension lock coupler for quick attachment to the tractor RPM P.T.O. output shaft. Yoke connector at the splitter gearbox shall be an interference bolt type. Quick connector yoke at splitter gearbox is not acceptable. Drivelines will have a three year warranty. A copy of the warranty must be included in your bid.

**GEAR BOX ASSEMBLIES** - Gears shall be of forged heat treated steel running on lubricated bearings, completely enclosed in malleable or steel housing. Gear boxes shall be reinforced base mounted type. Gearbox bolts must have the capability of being retightened from the topside. All lubrication areas will be of easy access. Gear boxes will have a three year warranty. A copy of the warranty must be included in your bid.

**PRIMARY GEAR BOX** - The primary power divider or gear box shall be the manufacturers premium model; engineered, rated and listed a minimum 120 HP by the gearbox manufacturer in their standard engineer/sales data. The divider gear box will evenly divide the input power between three output shafts to power three individual and separate spindle gearboxes.

**SECONDARY GEAR BOX** - The secondary or wing gear boxes shall be the manufacturers premium model; engineered, rated and listed a minimum have a rating minimum of 150 HP by the gearbox manufacturer in their standard engineer/sales data. Secondary gear boxes shall all be the same, except for the direction of rotation.

**BLADE ROTATION** - As viewed from above the deck, facing the tractor, the left wing and center section shall turn clockwise and the right wing shall turn counterclockwise

**DRIVE LINES AND U-JOINTS** - Heavy-duty self adjusting and telescopic drive shafts with main drive shaft to be of a 80° constant velocity type and U-Joints will be not less than 44R size and type (SAE Category 5, 80 HP at 540 RPM). A decal shall be attached to the towing tongue detailing correct hitch placement and driveline attachment dimensions as per SAE Standard J1170, Rear Power Take-Off for Agriculture Tractors. All U-Joints will be equipped with neoprene seals and needle bearings. Drive lines and U-Joints shall automatically compensate for angles as wings are raised or lowered. P.T.O. drive lines and wing drivelines shall have quick disconnect slip clutches. Drivelines to the three gear boxes will be a minimum 35R size and type (SAE Category 4, 46 HP at 540 RPM) size. The splitter gear box end yoke shall have a spring tension lock coupler for quick attachment/removal to the splitter gearbox shafts. Spindle gearbox yoke shall be an interference bolt type. Quick connector yoke at splitter gearbox is not acceptable. Heavy duty slip clutches (torque limiter) shall be installed before each of the three spindle gearboxes. Power take-off shaft and all drivelines shall be of one brand manufacture. Drivelines will allow a smooth transfer of torque during all modes and angles of operation of the mower. All universal joints and sliding tubes shall be equipped with grease zerks. All universal joints and driveshafts shall be completely covered with a non-rotating shield in compliance with OSHA regulations.

**STRUCTURAL** - Deck and wings a minimum of 7 gauge steel and reinforced with 7 gauge steel to maintain integrity. Band or skirt will be 1/4" thickness with a minimum depth of 10 1/2" welded to the deck with a continuous weld. An under deck ring, 1/2" thick by 3" high by 48" in diameter, rolled from a continuous piece of flat steel shall be continuously welded, perpendicular to the bottom of the mower's deck. The ring shall be positioned so a blade would contact it just behind the blade cutting edge. The deck ring will provide reinforcement and protection of the deck.

**BLADES AND RUNNERS** - The blades shall be heavy-duty 1/2" x 4" SAE 5160 chrome steel suction type with breakaway feature. Blades may have a minimum 3" drop. Blades will be mounted with replaceable minimum 1 1/8" UNF hardened blade bolts with 1 1/2" blade wear surface. The three gear box spindles shall be equipped with heavily reinforced round dish (stump jumper) blade carrier. Carrier will be a dish shaped minimum 7 gauge steel

stamping with a minimum 30" diameter and 2 3/4" side height. When installed the top lip of dish shall be no more than 4" from the bottom of the deck. The blade carrier shall be dynamically balanced to minimize vibration. Replaceable, hard faced, skid shoes on center and wing sections shall be provided for protection in the event the tractor drops in a low place or ridges over a high point. Blades shall overlap 6". Mower shall be equipped with adjustable mechanical stops to prevent scalping when the mower is lowered to the cutting position. A system shall be provided to lock the center section and both wings in roading position. Transport locks shall be mechanical devices to remove all stress from the hydraulic cylinders and their mounts.

CUTTING HEIGHT - Adjustable from 4" - 12".

HYDRAULICS - The mower shall utilize the tractor hydraulic system and have hydraulic cylinders to raise the wings and adjust the cutting height. The wing cylinders shall allow for a minimum of 11° wing movement or float during operation without pumping the hydraulics. Hydraulic cylinders shall be designed for 3,000 PSI operating pressure. All cylinder shafts will be hard chrome plated and rebuildable. The piston seal shall be poly-hone glass-filled-teflon type, O-ring seal designs are not acceptable. The piston rod packing shall be a V-stack or U-pack design. V-stack shall include provisions for adjustment, U-pack shall be retained in an internal groove. Rod wiper shall be a urethane wiper ring(not metal clad). Gland collar will be either externally threaded onto the outside of the cylinder barrel or internally threaded into the cylinder barrel. Designs using an internal wire/lock ring to hold the gland in/on are not acceptable. The hydraulic inlet and outlet shall be welded fixed ferrules located on the cylinder shell. Wings will be capable of flexing from 22° below horizontal to 90° above horizontal to follow any terrain. You should not include the hydraulic valves which will be supplied on the tractors. All hoses(minimum 1/2" ID 2-wire non-skive) and quick couplings necessary for mounting on the tractor should be included. Safe-guards shall be provided to stop the wings from raising to a point that would prevent it from being lowered from the operators station. Mower shall have an A-Frame or similar support to protect the hoses between tractor and mower. The mower shall have a manually operated auxiliary winch to raise or lower each wing independently in case of hydraulic failure and rods or bars to secure the wings when roading. Hydraulics will meet SAE J517 and J232 requirements.

WHEELS, AXLES AND SUSPENSIONS - The mower shall be equipped with not less than six trail type laminated tires properly spaced for best weight distribution. The wheels will be mounted with a minimum of five lug bolts and the wheel hubs shall have roller bearings. Rear axle arrangement shall provide for two sets of two wheels each at center section, and a single wheel at each wing section. Main axle, axle arms and wheel spindles will be heavy duty with independent heavy-duty 3" spring suspension for each wheel. All wheel hubs will be heavy duty cast type with grease zerk.

HITCH - Towing hitch shall be a heavy-duty swivel clevis type providing easy maneuverability. Hitch shall be of adequate design to accommodate all angles and stress caused from roadside right-of-way mowing. The tongue will be "A" frame design. Twin leveling rods to balance the weight.

PARKING JACK - A heavy-duty retractable pin-on type hand operated screw type jack is to be furnished and installed on the tongue perpendicular to the ground with the mower set at a 6" mowing height to aid in attaching the mower to the tractor. A second mount for this jack shall be attached to the top of the mower deck to safely store it when not in use and not to interfere with mowing operation.

SAFETY - All guards and shields will meet SAEJ232 requirements. The mower shall have 3/8" safety chain guards to protect the area surrounding the mower from flying objects. A minimum 3/16" high strength aircraft cable shall be interlaced through the second to the lowest chain link. Unit will have wing transport locks.

COLOR - Color to be manufacturer's standard over a prime coat.

NOTE: Complete unit must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto.

The Missouri Highway and Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

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**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):**

\_\_\_\_\_

**Federal Tax I.D. #: \_\_\_\_\_ if no Federal Tax I.D. # - list Social Security #:**

\_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

## STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeree and must be adhered to. If time varies on different items, the Bidder/Offeree shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeree will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

## GENERAL TERMS AND CONDITIONS

### General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

### Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

### Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

### Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

### Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned



or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### **Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Officer upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

#### **Executive Order**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### **Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.

- 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**

- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

**Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

**Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

**Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Indemnification**

- a. **The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.**

**SPECIAL TERMS AND CONDITIONS**

**Insurance**

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which

may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.

- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
  - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained **if** required by law.
  - 2) Public Liability (includes property damage and personal injury):
    - i. Not less than \$400,000 for any one person in a single accident or occurrence.
    - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
  - 3) Special Hazard Insurance: As required.
  - 4) Builder's Risk: Not less than the full Contract amount.

#### **Permits, Licenses and Safety Issues**

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

#### **Award**

- a. Award of this bid/quote/proposal will be made on an "Item By Item" basis using the "lowest and best" principle of award.

#### **Failure to Execute Contract**

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

#### **Notice to Proceed**

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

|                             |                                    |
|-----------------------------|------------------------------------|
| January 1                   | New Year's Day                     |
| Third Monday in January     | Martin Luther King, Jr.'s Birthday |
| February 12                 | Lincoln's Birthday                 |
| Third Monday in February    | Washington's Birthday              |
| May 8                       | Truman's Birthday                  |
| Last Monday in May          | Memorial Day                       |
| July 4                      | Independence Day                   |
| First Monday in September   | Labor Day                          |
| Second Monday in October    | Columbus Day                       |
| November 11                 | Veteran's Day                      |
| Fourth Thursday in November | Thanksgiving Day                   |
| December 25                 | Christmas Day                      |

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- d. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.
- a. adverse weather conditions.

#### **Cancellation of Contract**

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.